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Attorneys for Defendant
IKEA NORTH AMERICA SERVICES, LLC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
(SAN FRANCISCO DIVISION)

BLUESTONE INNOVATIONS LLC,

Plaintiff,

vs.

IKEA NORTH AMERICA SERVICES, LLC,

Defendant.

SEOUL SEMICONDUCTOR COMPANY,
LTD.

Intervenor-Defendant.

BULBRITE INDUSTRIES,
Defendant,

Case No.: 3:15-cv-05482 SI
(and related cases)

**STIPULATED MOTION AND
[PROPOSED] ORDER FOR ENTRY
OF STIPULATED PROTECTIVE
ORDER**

Related Case No.: 3:15-cv-05478 SI

1 TECHNICAL CONSUMER PRODUCTS,
2 INC.,
3 Defendant,

Related Case No.: 3:15-cv-05480 SI

4 PHILIPS ELECTRONICS NORTH AMERICA
5 CORPORATION,
6 Defendant,

Related Case No.: 3:15-cv-05485 SI

7 WESTINGHOUSE LIGHTING
8 CORPORATION,
9 Defendant,

Related Case No.: 3:15-cv-05488 SI

STIPULATED MOTION

10 The Parties in the above-captioned cases (collectively, the “Parties”) negotiated and agreed to
11 a form of protective order to be utilized in this proceeding, which is based on the Northern District
12 of California’s Model Protective Order for Litigation Involving Patents, Highly Sensitive
13 Confidential Information and/or Trade Secrets (“Model Protective Order”). The Parties collectively
14 submit their proposed protective order (“Stipulated Protective Order”), attached hereto as Exhibit A,
15 and move the Court for its entry.

I. Good Cause Exists to Enter the Stipulated Protective Order

16 The Stipulated Protective Order is designed to facilitate the exchange and use of confidential,
17 sensitive, and proprietary information relevant to this proceeding. In this action, sensitive business
18 information relating to the Parties’ products, customers and sales is likely to be exchanged. Outside
19 of this litigation, the Parties have endeavored to ensure the confidentiality of their sensitive
20 commercial information. This sensitive commercial information would, if revealed to the public,
21 likely cause competitive injury to the Parties. Without a mechanism to prevent disclosure of
22 competitively sensitive or otherwise confidential information, the Parties lack the necessary
23 assurances that it will be kept private. Therefore, good cause exists to enter the Stipulated Protective
24 Order. *See* Fed. R. Civ. P. 26(c)(1)(G); *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1211 (9th Cir.
25 2002) (district courts have “broad latitude to grant protective orders to prevent disclosure of
26 materials for many types of information, including but not limited to, trade secrets or other
27 confidential research, development, or commercial information”).

II. The Stipulated Protective Order is Properly Limited

The Stipulated Protective Order, which is based on the Model Protective Order, is limited in scope, and ensures that only confidential commercial information will be afforded protection from general disclosure. The Stipulated Protective Order sets high standards for designating information as “Confidential” or “Highly Confidential – Attorneys’ Eyes Only.” (Exhibit A, Stipulated Protective Order §§ 2.2, 2.8). Moreover, a party may challenge a designation of such information, at which point the parties are obligated to meet and confer in good faith to resolve the issue; should the parties fail to reach a resolution, the Court is to decide if the information warrants protection. (Exhibit A, Stipulated Protective Order § 6).

The Stipulated Protective Order is a necessary tool to facilitate the progress of this litigation while limiting the potential for discovery disputes and the protecting against the dissemination of confidential or sensitive information. It is not, however, a mechanism by which a party may (or will) issue blanket designations to thwart the other party’s, or the public’s, access to non-confidential or non-sensitive information.

III. Conclusion

Good cause exists to enter the Stipulated Protective Order. The Parties therefore collectively move the Court for its entry in the above-captioned cases.

Dated: June 24, 2016

CONDO ROCCIA KOPTIW LLP

By: /s/ Michael Bonella
Michael Bonella
Attorneys for Defendant IKEA NORTH
AMERICA SERVICES, LLC

Dated: June 24, 2016

KELLER, SLOAN, ROMAN & HOLLAND LLP

By: /s/ Lori L. Holland
Lori L. Holland
Attorneys for Defendant IKEA NORTH
AMERICA SERVICES, LLC

LATHAM & WATKINS LLP

INTELLECTUAL PROPERTY LAW GROUP LLP

THOMPSON HINE LLP

FINNEGAN HENDERSON FARABOW GARRETT &
DUNNER, LLP

STIPULATED MOTION AND [PROPOSED] ORDER FOR ENTRY OF STIPULATED PROTECTIVE ORDER
Case No.: 3:15-cv-05482 SI

1 Dated: June 24, 2016
2 Related Case No.: 4:15-cv-05488-SI

MARTIN APC

3 By: /s/ Kevin R. Martin
4 Kevin R. Martin
5 Attorneys for Defendant
6 WESTINGHOUSE LIGHTING
7 CORPORATION

8
9
10 **CIVIL L.R. 5-1(i) ATTESTATION**

11 I, Lori L. Holland, hereby attest that I have been authorized by counsel listed above to
12 execute on their behalf this **STIPULATED MOTION AND [PROPOSED] ORDER FOR**
13 **ENTRY OF STIPULATED PROTECTIVE ORDER.**

14 Dated: June 24, 2016

/s/ Lori L. Holland
Lori L. Holland

[PROPOSED] ORDER

Under consideration of the Stipulated Motion for Entry of Stipulated Protective Order, and good cause appearing,

IT IS HEREBY ORDERED THAT:

The Stipulated Protective Order for Litigation Involving Patents, Highly Sensitive Confidential Information and/or Trade Secrets, which is attached hereto as Exhibit A, shall be entered as the protective order in the above-captioned actions.

IT IS SO ORDERED.

Dated: June ____, 2016

HON. SUSAN ILLSTON
UNITED STATES DISTRICT COURT

EXHIBIT A

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
(SAN FRANCISCO DIVISION)

BLUESTONE INNOVATIONS LLC, Plaintiff, vs. IKEA NORTH AMERICA SERVICES, LLC, Defendant.	Case No.: 3:15-cv-05482 SI (and related cases) STIPULATED PROTECTIVE ORDER FOR LITIGATION INVOLVING PATENTS, HIGHLY SENSITIVE CONFIDENTIAL INFORMATION AND/OR TRADE SECRETS
SEOUL SEMICONDUCTOR COMPANY, LTD. Intervenor-Defendant.	
BULBRITE INDUSTRIES, Defendant, TECHNICAL CONSUMER PRODUCTS, INC., Defendant, PHILIPS ELECTRONICS NORTH AMERICA CORPORATION, Defendant, WESTINGHOUSE LIGHTING CORPORATION, Defendant,	Related Case No.: 3:15-cv-05478 SI Related Case No.: 3:15-cv-05480 SI Related Case No.: 3:15-cv-05485 SI Related Case No.: 3:15-cv-05488 SI

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 14.4, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

2. DEFINITIONS

2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.2 "CONFIDENTIAL" Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as their support staff).

2.4 Designated House Counsel: House Counsel who seek access to "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" information in this matter.

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY".

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

1 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the
 2 litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as a consultant
 3 in this action, (2) is not a past or current employee of a Party or of a Party's competitor, and (3) at the time
 4 of retention, is not anticipated to become an employee of a Party or of a Party's competitor.

5 2.8 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or Items:
 6 extremely sensitive "Confidential Information or Items," disclosure of which to another Party or Non-Party
 7 would create a substantial risk of serious harm that could not be avoided by less restrictive means.

8 2.9 House Counsel: attorneys who are employees of a party to this action. House Counsel does
 9 not include Outside Counsel of Record or any other outside counsel.

10 2.10 Non-Party: any natural person, partnership, corporation, association, or other legal entity
 11 not named as a Party to this action.

12 2.11 Outside Counsel of Record: attorneys who are not employees of a party to this action but
 13 are retained to represent or advise a party to this action and have appeared in this action on behalf of that
 14 party or are affiliated with a law firm which has appeared on behalf of that party.

15 2.12 Party: any party to this action, including all of its officers, directors, employees, consultants,
 16 retained experts, and Outside Counsel of Record (and their support staffs).

17 2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in
 18 this action.

19 2.14 Professional Vendors: persons or entities that provide litigation support services (e.g.,
 20 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or
 21 retrieving data in any form or medium) and their employees and subcontractors.

22 2.15 Protected Material: any Disclosure or Discovery Material that is designated as
 23 "CONFIDENTIAL," or as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

24 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing
 25 Party.

26 3. SCOPE

27 The protections conferred by this Stipulation and Order cover not only Protected Material (as
 28 defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies,

1 excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or
2 presentations by Parties or their Counsel that might reveal Protected Material. However, the protections
3 conferred by this Stipulation and Order do not cover the following information: (a) any information that is in
4 the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after
5 its disclosure to a Receiving Party as a result of publication not involving a violation of this Order, including
6 becoming part of the public record through trial or otherwise; and (b) any information known to the
7 Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source
8 who obtained the information lawfully and under no obligation of confidentiality to the Designating Party.
9 Any use of Protected Material at trial shall be governed by a separate agreement or order.

10 4. DURATION

11 Even after final disposition of this litigation, the confidentiality obligations imposed by this Order
12 shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise
13 directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this
14 action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all
15 appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any motions
16 or applications for extension of time pursuant to applicable law.

17 5. DESIGNATING PROTECTED MATERIAL

18 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-
19 Party that designates information or items for protection under this Order must take care to limit any such
20 designation to specific material that qualifies under the appropriate standards. To the extent it is practical to
21 do so, the Designating Party must designate for protection only those parts of material, documents, items, or
22 oral or written communications that qualify – so that other portions of the material, documents, items, or
23 communications for which protection is not warranted are not swept unjustifiably within the ambit of this
24 Order.

25 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be
26 clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or
27 retard the case development process or to impose unnecessary expenses and burdens on other parties)
28 expose the Designating Party to sanctions.

1 If it comes to a Designating Party's attention that information or items that it designated for
 2 protection do not qualify for protection at all or do not qualify for the level of protection initially asserted,
 3 that Designating Party must promptly notify all other parties that it is withdrawing the mistaken designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g.,
 5 second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery

6 Material that qualifies for protection under this Order must be clearly so designated before the
 7 material is disclosed or produced.

8 Designation in conformity with this Order requires:

9 (a) for information in documentary form (e.g., paper or electronic documents, but excluding
 10 transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend
 11 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" to each page that
 12 contains protected material. If only a portion or portions of the material on a page qualifies for protection,
 13 the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings
 14 in the margins) and must specify, for each portion, the level of protection being asserted.

15 A Party or Non-Party that makes original documents or materials available for inspection need not
 16 designate them for protection until after the inspecting Party has indicated which material it would like
 17 copied and produced. During the inspection and before the designation, all of the material made available
 18 for inspection shall be deemed "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." After the
 19 inspecting Party has identified the documents it wants copied and produced, the Producing Party must
 20 determine which documents, or portions thereof, qualify for protection under this Order. Then, before
 21 producing the specified documents, the Producing Party must affix the appropriate legend
 22 ("CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY") to each page that
 23 contains Protected Material. If only a portion or portions of the material on a page qualifies for protection,
 24 the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings
 25 in the margins) and must specify, for each portion, the level of protection being asserted.

26 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
 27 Designating Party identify on the record, before the close of the deposition, hearing, or other proceeding, all
 28 protected testimony and specify the level of protection being asserted. When it is impractical to identify

1 separately each portion of testimony that is entitled to protection and it appears that substantial portions of
2 the testimony may qualify for protection, the Designating Party may invoke on the record (before the
3 deposition, hearing, or other proceeding is concluded) a right to have up to 21 days after receipt of the final
4 transcript to identify the specific portions of the testimony as to which protection is sought and to specify
5 the level of protection being asserted. Only those portions of the testimony that are appropriately designated
6 for protection within the 21 days shall be covered by the provisions of this Stipulated Protective Order.
7 Alternatively, a Designating Party may specify, at the deposition or up to 21 days afterwards if that period is
8 properly invoked, that the entire transcript shall be treated as "CONFIDENTIAL" or "HIGHLY
9 CONFIDENTIAL – ATTORNEYS' EYES ONLY."

10 Parties shall give the other parties notice if they reasonably expect a deposition, hearing or other
11 proceeding to include Protected Material so that the other parties can ensure that only authorized individuals
12 who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A) are present at those
13 proceedings. The use of a document as an exhibit at a deposition shall not in any way affect its designation
14 as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

15 Transcripts containing Protected Material shall have an obvious legend on the title page that the
16 transcript contains Protected Material, and the title page shall be followed by a list of all pages (including
17 line numbers as appropriate) that have been designated as Protected Material and the level of protection
18 being asserted by the Designating Party. The Designating Party shall inform the court reporter of these
19 requirements. Any transcript that is prepared before the expiration of a 21-day period for designation shall
20 be treated during that period as if it had been designated "HIGHLY CONFIDENTIAL – ATTORNEYS'
21 EYES ONLY" in its entirety unless otherwise agreed. After the expiration of that period, the transcript shall
22 be treated only as actually designated.

23 (c) for information produced in some form other than documentary and for any other
24 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or
25 containers in which the information or item is stored the legend "CONFIDENTIAL" or "HIGHLY
26 CONFIDENTIAL – ATTORNEYS' EYES ONLY". If only a portion or portions of the information or item
27 warrant protection, the Producing Party, to the extent practicable, shall identify the protected portion(s) and
28 specify the level of protection being asserted.

1 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate
2 qualified information or items does not, standing alone, waive the Designating Party's right to secure
3 protection under this Order for such material. Upon timely correction of a designation, the Receiving Party
4 must make reasonable efforts to assure that the material is treated in accordance with the provisions of this
5 Order.

6 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

7 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
8 confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality designation is
9 necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant
10 disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality
11 designation by electing not to mount a challenge promptly after the original designation is disclosed.

12 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by
13 providing written notice of each designation it is challenging and describing the basis for each challenge. To
14 avoid ambiguity as to whether a challenge has been made, the written notice must recite that the challenge to
15 confidentiality is being made in accordance with this specific paragraph of the Protective Order. The parties
16 shall attempt to resolve each challenge in good faith and must begin the process by conferring directly (in
17 voice to voice dialogue; other forms of communication are not sufficient) within 14 days of the date of
18 service of notice. In conferring, the Challenging Party must explain the basis for its belief that the
19 confidentiality designation was not proper and must give the Designating Party an opportunity to review the
20 designated material, to reconsider the circumstances, and, if no change in designation is offered, to explain
21 the basis for the chosen designation. A Challenging Party may proceed to the next stage of the challenge
22 process only if it has engaged in this meet and confer process first or establishes that the Designating Party
23 is unwilling to participate in the meet and confer process in a timely manner.

24 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court intervention,
25 the Designating Party shall file and serve a motion to retain confidentiality under Civil Local Rule 7 (and in
26 compliance with Civil Local Rule 79-5, if applicable) within 21 days of the initial notice of challenge or
27 within 14 days of the parties agreeing that the meet and confer process will not resolve their dispute,
28 whichever is earlier. Each such motion must be accompanied by a competent declaration affirming that the

1 movant has complied with the meet and confer requirements imposed in the preceding paragraph. Failure by
 2 the Designating Party to make such a motion including the required declaration within 21 days (or 14 days,
 3 if applicable) shall automatically waive the confidentiality designation for each challenged designation. In
 4 addition, the Challenging Party may file a motion challenging a confidentiality designation at any time if
 5 there is good cause for doing so, including a challenge to the designation of a deposition transcript or any
 6 portions thereof. Any motion brought pursuant to this provision must be accompanied by a competent
 7 declaration affirming that the movant has complied with the meet and confer requirements imposed by the
 8 preceding paragraph.

9 The burden of persuasion in any such challenge proceeding shall be on the Designating Party.
 10 Frivolous challenges and those made for an improper purpose (e.g., to harass or impose unnecessary
 11 expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the
 12 Designating Party has waived the confidentiality designation by failing to file a motion to retain
 13 confidentiality as described above, all parties shall continue to afford the material in question the level of
 14 protection to which it is entitled under the Producing Party's designation until the court rules on the
 15 challenge.

16 7. ACCESS TO AND USE OF PROTECTED MATERIAL

17 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
 18 produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending,
 19 or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of
 20 persons and under the conditions described in this Order. When the litigation has been terminated, a
 21 Receiving Party must comply with the provisions of section 15 below (FINAL DISPOSITION).

22 Protected Material must be stored and maintained by a Receiving Party at a location and in a secure
 23 manner that ensures that access is limited to the persons authorized under this Order.

24 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the
 25 court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or
 26 item designated "CONFIDENTIAL" only to:

27 (a) the Receiving Party's Outside Counsel of Record in this action, as well as employees of
 28 said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this

1 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto
2 as Exhibit A;

3 (b) the officers, directors, and employees (including House Counsel) of the Receiving Party
4 to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment
5 and Agreement to Be Bound” (Exhibit A);

6 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
7 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be
8 Bound” (Exhibit A);

9 (d) the court and its personnel;

10 (e) court reporters and their staff, professional jury or trial consultants, and Professional
11 Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
14 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless
15 otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition
16 testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court
17 reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

18 (g) the author or recipient of a document containing the information or a custodian or other
19 person who otherwise possessed or knew the information.

20 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information
21 or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a
22 Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL –
23 ATTORNEYS’ EYES ONLY” only to:

24 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of
25 said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this
26 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto
27 as Exhibit A;

28 (b) Two Designated House Counsel of the Receiving Party, and their staff, (1) who, as to

1 Plaintiff, has no involvement in competitive decision-making, (2) to whom disclosure is reasonably
 2 necessary for this litigation, (3) who has signed the “Acknowledgment and Agreement to Be Bound”
 3 (Exhibit A), and (4) as to whom the procedures set forth in paragraph 7.4(a)(1), below, have been followed;

4 (c) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this
 5 litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), and (3) as
 6 to whom the procedures set forth in paragraph 7.4(a)(2), below, have been followed;

7 (d) the court and its personnel;

8 (e) court reporters and their staff, professional jury or trial consultants, and Professional
 9 Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the
 10 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (f) the author or recipient of a document containing the information or a custodian or other
 12 person who otherwise possessed or knew the information; and

13 (g) and mock jurors and focus group participants who have executed Exhibit B.

14 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY CONFIDENTIAL –
 15 ATTORNEYS’ EYES ONLY” Information or Items to Designated House Counsel or Experts.

16 (a)(1) Unless otherwise ordered by the court or agreed to in writing by the Designating
 17 Party, a Party that seeks to disclose to Designated House Counsel any information or item that has been
 18 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(b) first
 19 must make a written request to the Designating Party that (1) sets forth the full name of the Designated
 20 House Counsel and the city and state of his or her residence, and (2) describes the Designated House
 21 Counsel’s current and reasonably foreseeable future primary job duties and responsibilities in sufficient
 22 detail to determine, as to Plaintiff, if House Counsel is involved, or may become involved, in any
 23 competitive decision-making.

24 (a)(2) Unless otherwise ordered by the court or agreed to in writing by the Designating
 25 Party, a Party that seeks to disclose to an Expert (as defined in this Order) any information or item that has
 26 been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph
 27 7.3(c) first must make a written request to the Designating Party that (1) identifies the general categories of
 28 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information that the Receiving Party seeks

1 permission to disclose to the Expert, (2) sets forth the full name of the Expert and the city and state of his or
 2 her primary residence, (3) attaches a copy of the Expert's current resume, (4) identifies the Expert's current
 3 employer(s), (5) identifies each person or entity from whom the Expert has received compensation or
 4 funding for work in his or her areas of expertise or to whom the expert has provided professional services,
 5 including in connection with a litigation, at any time during the preceding five years,¹ and (6) identifies (by
 6 name and number of the case, filing date, and location of court) any litigation in connection with which the
 7 Expert has offered expert testimony, including through a declaration, report, or testimony at a deposition or
 8 trial, during the preceding five years.

9 (b) A Party that makes a request and provides the information specified in the preceding
 10 respective paragraphs may disclose the subject Protected Material to the identified Designated House
 11 Counsel or Expert unless, within 7 days of delivering the request, the Party receives a written objection from
 12 the Designating Party. Any such objection must set forth in detail the grounds on which it is based.

13 (c) A Party that receives a timely written objection must meet and confer with the
 14 Designating Party (through direct voice to voice dialogue) to try to resolve the matter by agreement within
 15 seven days of the written objection. If no agreement is reached, the Party objecting to the disclosure to
 16 Designated House Counsel or the Expert may file a motion within ten days of the meet and confer to resolve
 17 the objection as provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable)
 18 seeking an order . Any such motion must describe the circumstances with specificity, set forth in detail the
 19 reasons why the disclosure to Designated House Counsel or the Expert should be prevented, assess the risk
 20 of harm that the disclosure would entail, and suggest any additional means that could be used to reduce that
 21 risk. In addition, any such motion must be accompanied by a competent declaration describing the parties'
 22 efforts to resolve the matter by agreement (i.e., the extent and the content of the meet and confer
 23 discussions) and setting forth the reasons advanced by the Designating Party for its refusal to approve the
 24 disclosure. If the objecting party does not move to prevent the disclosure within ten days of the meet and
 25 confer regarding the objection, the objecting party has waived the objection and the Designating Party may

26
 27 ¹ If the Expert believes any of this information is subject to a confidentiality obligation to a third-party, then the Expert should
 28 provide whatever information the Expert believes can be disclosed without violating any confidentiality agreements, and the Party
 seeking to disclose to the Expert shall be available to meet and confer with the Designating Party regarding any such engagement.

1 disclose the materials to the Counsel or Expert.

2 In any such proceeding, the Party opposing disclosure to Designated House Counsel or the Expert
3 shall bear the burden of proving that the risk of harm that the disclosure would entail (under the safeguards
4 proposed) outweighs the Receiving Party's need to disclose the Protected Material to its Designated House
5 Counsel or Expert.

6 8. PROSECUTION BAR

7 Absent written consent from the Producing Party, any individual associated with Plaintiff who
8 receives access to "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" information shall not be
9 involved in the prosecution of patents or patent applications relating to fabrication of LED surfaces,
10 including without limitation the patents asserted in this action and any patent or application claiming priority
11 to or otherwise related to the patents asserted in this action, before any foreign or domestic agency,
12 including the United States Patent and Trademark Office ("the Patent Office").² For purposes of this
13 paragraph, "prosecution" includes directly or indirectly drafting, amending, advising, or otherwise affecting
14 the scope or maintenance of patent claims.³ To avoid any doubt, "prosecution" as used in this paragraph
15 does not include representing a party challenging a patent before a domestic or foreign agency (including,
16 but not limited to, a reissue protest, *ex parte* reexamination or *inter partes* reexamination). This Prosecution
17 Bar shall begin when access to "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" information
18 is first received by the affected individual and shall end one (1) year after final termination of this action.

19 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
20 LITIGATION

21 If a Party is served with a subpoena or a court order issued in other litigation that compels
22 disclosure of any information or items designated in this action as "CONFIDENTIAL" or "HIGHLY
23 CONFIDENTIAL – ATTORNEYS' EYES ONLY" that Party must:

24 (a) promptly notify in writing the Designating Party. Such notification shall include a copy
25 of the subpoena or court order;

26
27 ² It may be appropriate under certain circumstances to require Outside and House Counsel who receive access to "HIGHLY
CONFIDENTIAL – ATTORNEYS' EYES ONLY" information to implement an "Ethical Wall."

28 ³ Prosecution includes, for example, original prosecution, reissue and reexamination proceedings.

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.⁴

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

1. promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;
2. promptly provide the Non-Party with a copy of the Stipulated Protective Order in

⁴ The purpose of imposing these duties is to alert the interested parties to the existence of this Protective Order and to afford the Designating Party in this case an opportunity to try to protect its confidentiality interests in the court from which the subpoena or order issued.

1 this litigation, the relevant discovery request(s), and a reasonably specific description of the information
2 requested; and

3 3. make the information requested available for inspection by the Non-Party.

4 (c) If the Non-Party fails to object or seek a protective order from this court within 14
5 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-
6 Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a
7 protective order, the Receiving Party shall not produce any information in its possession or control that is
8 subject to the confidentiality agreement with the Non-Party before a determination by the court.⁵ Absent a
9 court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this
10 court of its Protected Material.

11 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

12 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
13 Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the
14 Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized
15 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
16 the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d)
17 request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is
18 attached hereto as Exhibit A.

19 13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

20 When a Producing Party gives notice to Receiving Parties that certain inadvertently
21 produced material is subject to a claim of privilege or other protection, the obligations of the Receiving
22 Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B), as modified by the Rule 502(d)
23 stipulated order set forth in paragraph 16. This provision is not intended to modify whatever procedure may
24 be established in an e-discovery order that provides for production without prior privilege review. Pursuant
25 to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of
26

27
28 ⁵ The purpose of this provision is to alert the interested parties to the existence of confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality interests in this court.

1 disclosure of a communication or information covered by the attorney-client privilege or work product
2 protection, the parties may incorporate their agreement in the stipulated protective order submitted to the
3 court; the parties' agreement is set forth below in paragraph 16.

4 14. MISCELLANEOUS

5 14.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its
6 modification by the court in the future.

7 14.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no
8 Party waives any right it otherwise would have to object to disclosing or producing any information or item
9 on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to
10 object on any ground to use in evidence of any of the material covered by this Protective Order.

11 14.4 Filing Protected Material. Without written permission from the Designating Party or a court
12 order secured after appropriate notice to all interested persons, a Party may not file in the public record in
13 this action any Protected Material. A Party that seeks to file under seal any Protected Material must comply
14 with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order
15 authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a
16 sealing order will issue only upon a request establishing that the Protected Material at issue is privileged,
17 protectable as a trade secret, or otherwise entitled to protection under the law. If a Receiving Party's request
18 to file Protected Material under seal pursuant to Civil Local Rule 79-5(e) is denied by the court, then the
19 Receiving Party may file the Protected Material in the public record pursuant to Civil Local Rule 79-5(e)(2)
20 unless otherwise instructed by the court.

21 15. FINAL DISPOSITION

22 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
23 Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used
24 in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any
25 other format reproducing or capturing any of the Protected Material. Whether the Protected Material is
26 returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if
27 not the same person or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by
28 category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that

1 the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format
2 reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled
3 to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
4 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and
5 consultant and expert work product, even if such materials contain Protected Material. Any such archival
6 copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in
7 Section 4 (DURATION).

8 16. PARTIES' STIPULATED RULE 502(d) STIPULATED ORDER

9 This Order is entered pursuant to Rule 502(d) of the Federal Rules of Evidence.
10 Subject to the provisions of this Order, if a party (the "Producing Party") discloses information in
11 connection with the pending litigation that the Producing Party thereafter claims to be privileged or
12 protected by the attorney-client privilege or work product protection ("Protected Information"), the
13 disclosure of that Protected Information will not constitute or be deemed a waiver or forfeiture—in
14 this or any other action—of any claim of privilege or work product protection that the Producing
15 Party would otherwise be entitled to assert with respect to the Protected Information and its subject
16 matter.

17 This Order protects any disclosure of Protected Information, whether that disclosure
18 is inadvertent or otherwise.

19 Each party is entitled to decide, in its sole discretion, the appropriate degree of care
20 to exercise in reviewing materials for privilege. Irrespective of the care that is actually exercised in
21 reviewing materials for privilege, the Court hereby orders that disclosure of Protected Information
22 in discovery conducted in this litigation shall not waive any claim of privilege or work product
23 protection that the Producing Party would otherwise be entitled to assert with respect to the
24 Protected Information and its subject matter.

25 A Producing Party must notify the party receiving the Protected Information ("the
26 Receiving Party"), in writing, that it has disclosed that Protected Information without intending a
27 waiver by the disclosure. Upon receipt of notification, the Receiving Party shall immediately take
28 all reasonable steps to destroy or return all copies, electronic or otherwise, of such documents or

1 other information, and shall provide a certification that it will cease further review, dissemination,
 2 and use of the Protected Information. The Receiving Party's reasonable steps shall not require the
 3 return or destruction of Protected Information that is stored on backup storage media made in
 4 accordance with regular data backup procedures for disaster recovery purposes. Backup storage
 5 media will not be restored for purposes of returning or certifying destruction of Protected
 6 Information, but such retained information shall continue to be treated in accordance with the
 7 Order.

8 This Order shall be interpreted to provide the maximum protection allowed to the
 9 Producing Party by Federal Rule of Evidence 502(d). The provisions of Federal Rule of Evidence
 10 502(b)(2) are inapplicable to the production of Protected Information under this Order. However,
 11 if for any reason, a Court finds that this Section is inapplicable to Protected Information, then Rule
 12 502(b) will apply in its absence.

13
 14 Dated: June 24, 2016

CONDO ROCCIA KOPTIW LLP

15
 16 By: ___/s/ Michael Bonella_____

17 Michael Bonella

18 Attorneys for Defendant IKEA NORTH
 19 AMERICA SERVICES, LLC

20 Dated: June 24, 2016

KELLER, SLOAN, ROMAN & HOLLAND LLP

21
 22 By: ___/s/ Lori L. Holland_____

23 Lori L. Holland

24 Attorneys for Defendant IKEA NORTH
 25 AMERICA SERVICES, LLC

26 Dated: June 24, 2016

NI, WANG & MASSAND, PLLC

27
 28 By: ___/s/ Hao Ni_____

Hao Ni

Attorneys for Plaintiff BLUESTONE
INNOVATIONS LLC

Dated: June 24, 2016

LATHAM & WATKINS LLP

By: ___/s/ Charles Sanders_____

Charles Sanders

Attorneys for Intervenor-Defendant

SEOUL SEMICONDUCTOR CO., LTD.

Dated: June 24, 2016

INTELLECTUAL PROPERTY LAW GROUP LLP

Related Case No.: 4:15-cv-05478-SI

By: ___/s/ Bonnie Wolf_____

Bonnie Wolf

Attorneys for Defendant

BULBRITE INDUSTRIES, INC.

Dated: June 24, 2016

THOMPSON HINE LLP

Related Case No.: 4:15-cv-05480-SI

By: ___/s/ Arthur Licygiewicz_____

Arthur Licygiewicz

Attorneys for Defendant

TECHNICAL CONSUMER PRODUCTS, INC.

Dated: June 24, 2016

FINNEGAN HENDERSON FARABOW GARRETT &

Related Case No.: 4:15-cv-05485-SI

DUNNER, LLP

By: ___/s/ Robert McCauley_____

Robert McCauley

PHILIPS ELECTRONICS NORTH AMERICA
CORPORATION

MARTIN APC

By: ___/s/ Kevin R. Martin_____

WESTINGHOUSE LIGHTING
CORPORATION

DATED: _____

[Name of Judge]
United States District/Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
 [print or type full address], declare under penalty of perjury that I have read in its entirety and understand
 the Stipulated Protective Order that was issued by the United States District Court for the Northern District
 of California on [date] in the case of _____ **[insert formal
 name of the case and the number and initials assigned to it by the court]**. I agree to comply with and to
 be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure
 to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise
 that I will not disclose in any manner any information or item that is subject to this Stipulated Protective
 Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
 Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order,
 even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
 _____ [print or type full address and telephone number] as my
 California agent for service of process in connection with this action or any proceedings related to
 enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____
 [printed name]

Signature: _____
 [signature]

EXHIBIT B

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I declare under penalty of perjury that I will keep confidential all information I receive through my participation in this exercise. I agree that, during this exercise and afterwards, I will not disclose any of the information that I receive as a result of my participation.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____